



Smile Business Products, Inc.

Standard Lease for

Kensington Police Protection



Sharp

2019 Copier MFP Line of the Year



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Date: 2/1/19 Version: _____ Expiration Date: 2/28/19



Equipment Recommendation

Proposed Solution:

Qty	Make	Model	Description
1	Sharp	MX-5070V	50 PPM B&W / 50 PPM Full-Color Workgroup Document System
1	Sharp	MX-DE27N	Stand/3 x 550-sheet Paper Drawers
1	Sharp	MX-FN27N	50-sheet Staple Inner Finisher
1	Sharp	MX-PN14B	3-Hole Punch Unit (requires MX-FN27)
1	Sharp	AR-D5143NT	Digital Power Filter

\$ \$219.31
Monthly

Initial



Full Service Maintenance Plan

Service Language Agreement (SLA) # CMPS931

Smile Support:

Relax knowing your system is backed by **Smile Support**. Smile Support compliments traditional maintenance agreements for On-Site service that includes parts, labor, and toner, plus Smile Support provides Remote Desktop Copier/Printer support and more.

Smile Support includes the following services:

- Help Desk Support
- Print Driver Updates
- Use of Power Filter - *copier only*
- Network Scanning Resolution
- Toner Fulfillment (Shipping & Handling)
- Network Connectivity Troubleshooting
- No Charge Service Loaner
- Network Fax Issue Resolution
- Response Time Guaranteed

Additional Cost Associated with Smile Support – based on number of MFP's \$9.95 per month

Initial

How to Request Service

PPM & NOC: The Principal Period of Maintenance (PPM) and The Network Operating Center (NOC) is 8:00am – 5:00pm Monday – Friday. (Excluding Holidays)

SMILE offers three easy methods to obtain service to resolve any equipment or service issues that you may have. We want to insure that you receive the best level of service in the quickest amount of time to minimize any potential downtime. By using the below methods we can ensure that if an escalation of service is required our Technicians will make Best Effort to resolve the issue within the PPM.

- Phone – You can call our Dispatch team at 800-790-7701 and they will route your call to the first available technician who is most qualified to resolve your issue.
- Online – You may request service by accessing our CLIENT portal at www.smilebpi.com and your ticket will be placed in the appropriate queue based on the severity of your issue.
- E-Mail – You may send an e-mail to serviceweb@smilebpi.com. You will need to include your Company Name, Equipment ID, and a Description of the issue before any service can be rendered.

Coverage:

- **Manufacturer Specifications** – SMILE shall make best effort to perform all maintenance service and repair and furnish all labor, materials and replacement parts to maintain the Equipment to meet or exceed manufacturer specifications.
- **Normal Service Response** – Times are an average of 2-4 hours for standard service within the PPM and within the defined Service Area.
- **Smile Support** – Any normal service call will be first handled by our NOC staff to provide resolution. If an issue cannot be resolved remotely then an On-Site technician will be paged to complete the needed service. Shipping and supplies are included at no extra cost. See above for all support services.
- **Power Filter** – If a power filter is provided in an agreement as part of a SMILE Support Fee, this power filter will remain the sole & exclusive property of SMILE. CLIENT agrees that the power filter will remain on the equipment at CLIENT’s facility as long as a SMILE maintenance agreement with a SMILE Support Fee is in force. If the maintenance agreement is allowed to lapse, as evidenced by a cancellation letter sent to Smile by CLIENT or by non-payment, CLIENT agrees to allow a service technician access to the equipment to retrieve the power filter. If a power or data line related incident causes irreparable damage to CLIENT’s equipment while a SMILE power filter is in use, CLIENT will receive a replacement machine of like features at no charge. The specific terms & conditions for a replacement machine are available upon request. If a SMILE power filter is lost or removed from the installed site, CLIENT agrees to pay a replacement fee of \$150.00
- **Technicians** – All service technicians are factory trained and certified.
- **Equipment Exchange** – In the event that Smile deems an exchange beneficiary the equipment will be exchanged for a like printer or copier. If equipment is older than 5 years it must be replaced and cannot be exchanged.
- **Toner Usage** – Toner use within the manufacturer’s specified yield is included. SMILE reserves the right to use compatible toner in the fulfillment of this Agreement. If CLIENT requests OEM toner a surcharge will be applicable. Toner may only be used for the machine in which a toner request has been placed. Usage is calculated by using the industry standard of an 8 ½ x 11 single sided page @ 5% coverage for B/W and 20% coverage for color.
- **Travel** – Travel is included at no cost to the CLIENT.
- **Parts & Labor Only Contract** – excludes supplies (toner and developer)
- **Volumes** – The covered volume(s) under this agreement billed Monthly are:

➢ Monthly B/W Base	\$26.25	1,400	2,500	
➢ Monthly Color Base	\$93.66	Color	B/W	<u>Initial</u>

Excluded Coverage:

- Maintenance & warranty service provided by SMILE under any type of service agreement does not include any of the following:
 1. Repair of damage or increase in service time due caused by:
 - a. Failure of the CLIENT to provide a continually suitable environment for covered Equipment as prescribed by the manufacturer in the covered Equipment operating manual.
 - b. Failure to provide appropriate electrical power, air conditioning, or humidity control, or improper moving or relocation of covered Equipment.
 2. Repair of damage or increase in service caused by: accident (including but not limited to power surges (unless machine has a SMILE approved power filter installed), abuse, misuse, moving, etc.
 - a. Disaster (including but not limited to vandalism, fire, flood, water, wind, etc.), use of covered Equipment contrary to the manufacturer’s operating guide or for purposes other than for which designed & unauthorized modifications or repair by persons other than authorized SMILE representatives.



Smile BPI – Standard Lease

3. Painting or refinishing the covered Equipment, inspecting altered equipment, performing services connected with relocation of Equipment, or adding or removing accessories, attachments or other devices.
4. Repair of damage, replacement of parts (due to other than normal wear) or repetitive service calls caused by use of incompatible supplies, toner brands not approved by SMILE, or copy paper not in compliance with manufacturer’s specification.
5. Complete unit replacement or overhauling the covered Equipment (unless otherwise specified).
6. Electrical work external to the covered Equipment or maintenance of accessories, attachments or other devices not furnished by SMILE.
7. Increase in service time or repeat calls caused by CLIENT denial of full & free access to the Equipment or denial of departure from CLIENT’s site.
8. Connectivity (including at time of delivery), application, printer driver, any networked device, any locally connected printer or copier, desktop operating system, network operating system or software, whether sold or not sold by SMILE to CLIENT if Smile Support is not included in Agreement.
9. Training beyond the initial key operator training given upon installation of the Equipment (unless otherwise specified).
10. Onsite replenishment of toner, staple cartridges or paper, or emptying toner collection bottles.
11. Maintenance agreements do not include dies, knives, staples, or paper (unless specifically noted in writing).
12. Relocation or moving of covered Equipment. (CLIENT must notify SMILE of Equipment moves).
13. SMILE reserves the right to charge CLIENT for toner requested during the term of this Agreement in excess of the manufacturer’s specified yield for the number of copies or images run by CLIENT.
14. Any additional machines will require a contract addendum before any service will be performed.

The foregoing items excluded from maintenance service, if performed by SMILE, will be charged to CLIENT at SMILE’s applicable time & materials rates & terms then in effect.

General Responsibilities of the CLIENT

CLIENT is responsible for providing SMILE with domain credentials, remote access capabilities and connectivity to be able to properly setup the equipment as configured in the proposal. CLIENT agrees to inform SMILE of any modification, installation, or service performed on the Network by individuals not employed by SMILE in order to assist SMILE in providing an efficient and effective equipment support response.

In the performance of all services set forth herein, SMILE shall have, and CLIENT hereby grants, full and unrestricted access to the premises on which the Equipment is located. SMILE’s responsibility to repair shall be limited to CLIENT’s side of the point of connection between CLIENT’s Equipment and the utility service or ISP.

- **Meter Readings** – Where required to insure accurate invoicing, meter readings shall be provided by CLIENT at the request of SMILE, or CLIENT shall agree to have remote meter gathering software, Print Tracker, installed by SMILE. Failure to submit meter readings in a timely manner will allow SMILE, at its discretion, to estimate the meter & bill CLIENT accordingly, or to dispatch a technician to CLIENT location to retrieve an accurate meter reading. Each time it is necessary for a technician to be dispatched to the CLIENT’s location to retrieve a meter reading, CLIENT agrees to pay SMILE a \$60 meter retrieval fee per machine. CLIENT also agrees to pay for overage charges (if applicable) that may be incurred at the end of each billing cycle, plus applicable sales taxes.
- **Overages:** Per Copy/Overages covered under the terms of this agreement.

\$0.0669	\$0.0105	Initial
Color	B/W	

- **Power** – Power must meet the manufacturer’s specifications. If any damage occurs due to the result of improper power the CLIENT assumes all responsibility
- **Data Security** – In order to protect CLIENT’s & CLIENT’s customer’s confidential information & comply with applicable laws, SMILE strongly recommends that all data from all disk drives or magnetic media in computers & multifunction equipment be securely removed prior to the disposal of such equipment. CLIENT is responsible for selecting the appropriate removal standard to meet its business needs. SMILE is not responsible or liable for any damages that may arise from CLIENT’s failure to comply with this provision. SMILE offers several methods of data removal at chargeable rates.
- **Print Types:** The CLIENT is liable for all charges incurred from any printer/copy options and/or driver settings for the equipment operation and print output.

Additional Terms

- **AUTOMATIC RENEWAL; ACCEPTANCE OR NEW OR CHANGED TERMS:** CLIENT agrees and acknowledges that all Service Level Agreements will automatically renew on each annual anniversary date for an additional one-year period unless cancelled by CLIENT in writing at least thirty (30) days prior to the renewal date. Each annual renewal of a Service Level Agreement may be subject to a 10% cost of living increase. CLIENT agrees that its payment of a renewal invoice shall constitute CLIENT’s acceptance of any new or changed terms and conditions.
- **CANCELLATION:** If any Service Level Agreement is cancelled by CLIENT or SMILE prior to its annual anniversary date, CLIENT shall be obligated to pay the greater of (i) the annual fee payable under the Service Level Agreement, pro-rated based on the number of days since the last anniversary date or (ii) the cost of service calls and parts and supplies ordered (less any unused toner that is returned to SMILE) since the last anniversary date, billed at SMILE’s time and material rates then in effect, plus any additional charges payable pursuant to a Service Level Agreement. SMILE reserves the right to cancel any Service Level Agreement by providing written notice of cancellation to CLIENT. Please refer to your Rental/Lease Agreement for the provisions governing the early termination of maintenance under a Rental/Lease Agreement. Warranties are not pro-ratable upon cancellation. A final meter reading (if applicable), will be performed and any additional charges will be included.
- **NON-AUTHORIZED SERVICE:** If persons other than authorized SMILE employees or agents perform maintenance or repair to the Goods or the Goods are moved or relocated from the original premise installation by other than SMILE employees or agents, CLIENT forfeits any further services under its Service Level Agreement. Upon such forfeiture, SMILE shall have no further obligations under these Terms or the Service Level Agreement and CLIENT shall have no right to a refund of any monies paid under these Terms or the Service Level Agreement.
- **NO THIRD PARTY BENEFICIARIES:** This Agreement, the Terms and the terms of any other Service Level Agreement executed by CLIENT and SMILE are for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any

other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement, the Terms or any such Service Level Agreement.



- **CONFIDENTIALITY:** All non-public, confidential or proprietary information of SMILE, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by SMILE to CLIENT, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with these Terms or any Service Level Agreement is confidential, solely for the use of performing these terms or any Service Level Agreement and may not be disclosed or copied unless authorized in advance by SMILE in writing. Upon SMILE’s request, CLIENT shall promptly return all documents and other materials received from SMILE. SMILE shall be entitled to injunctive relief for any violation of this paragraph. The restrictions in this paragraph do not apply to information that is: (a) in the public domain; (b) known to CLIENT at the time of disclosure and not subject to any nondisclosure obligations; or (c) rightfully obtained by CLIENT on a non-confidential basis from a third party.

This Agreement is entered into by and between Smile Business Products, Inc. (hereinafter referred to as “SMILE”) and the Customer whose name and address are set forth in the Shipping/Billing section of this agreement (hereinafter referred to as “CLIENT”). SMILE agrees to provide installation and maintenance services to the CLIENT in accordance with the Terms and Conditions below for equipment included in the above proposed equipment, Exhibit B, and any future Contract Addendums.

Acknowledgement of Agreement to All Aspects of the Proposal

The undersigned, on behalf of CLIENT, hereby agrees and acknowledges that (i) the above Equipment and Service Recommendation appropriately outlines the expectations, cost, scope, and completion of the requested project, (ii) CLIENT has read, and agrees with, the General Terms & Conditions and the Equipment Service Language (SLA) included in this proposal, (iii) SMILE is authorized to conduct a credit check on CLIENT and (iv) CLIENT has read, and affirms that they have the authority to authorize, and authorize SMILE to connect into the specified equipment on our network, based on the information provided in this Agreement.

CLIENT further agrees that (i) the installation can be done on our company server(s) and workstation(s) by SMILE staff (ii) SMILE has recommended to have CLIENT’s IT department available, (iii) SMILE may use proprietary software in the course of this Agreement and (iv) indemnify SMILE for any post-installation issues that may arise regardless of their origin, and will resolve, or contract with a third party to resolve, any maintenance, repair or support issue that arise after the above Agreement.

Total Lease Payment	FMV	60	\$219.31	
	Purchase Option	MONTHS	per month	Initial

If no expiration is listed above this proposal will expire 30 days from the date it was created. All items and pricing included in this proposal are subject to availability.

Service Payment	\$129.86
Please see the General Terms & Conditions and Equipment Service Language for details on coverage.	Per Month Initial

Client Signature: _____

X Carrie J. Smith 2/11/19
Smile Account Managers Signature Date

Printed Name: _____

X _____
Smile Counter Signature Date

Title: _____

Print Tracker Software Contact: _____
(In reference to the Meter Reading Section) Name & Email or Phone #



General Terms & Conditions

- 1) **APPLICABILITY:** These general terms & conditions (these "Terms") are the only terms which govern the sale of goods & the provision of services by Smile Business Products, Inc. ("Smile") to you ("Client"), except that if there is a written contract signed by Smile & Client with respect to the sale of goods or provision of services to Client, the terms & conditions of that contract shall prevail to the extent they are inconsistent with or in addition to these Terms. Smile offers the following types of managed service agreements: (a) Equipment Maintenance Agreement, (b) Rental Agreement, (c) Managed Printer Services Agreement, (d) Managed Network Services Agreement, (e) Document Management Agreement, (f) Managed Communications Agreement, & (g) Web Services Agreement. Smile refers to these agreements collectively as "Service Level Agreements." Smile also provides Clients with the opportunity to obtain Goods (as defined below) pursuant to the terms of a Smile rental agreement or a Smile lease agreement (collectively, "Rental/Sales Agreements"). Rental/Sales Agreements together with the Service Level Agreements are each individually referred to in these Terms as a "Smile Agreement" and, collectively, as "Smile Agreements."
- 2) **SALE OF GOODS:** Upon the execution of a financing agreement or receipt of payment, Smile shall deliver to Client, & Client shall accept, those tangible goods (a) identified on the sales, rental or lease document acknowledged in writing by Client or (b) ordered by Client on Smile's website at www.smilebpi.com (the "Website") using Client's unique username & password (collectively, "Goods"). Smile reserves the right to repossess Goods in the event that Client does not comply with the payment terms specified. ALL SALES ARE FINAL AND, OTHER THAN CONSUMABLE SUPPLIES, NO GOODS ARE RETURNABLE OR EXCHANGEABLE. ALL GOODS ARE SOLD "AS IS" UNLESS OTHERWISE PROVIDED IN THESE TERMS OR IN A SEPARATE WRITTEN AGREEMENT SIGNED BY BOTH CLIENT & SMILE. Client agrees not to sell, assign or dispose of any Goods purchased from Smile until payment in full has been made to Smile. With the consent of Smile (which consent Smile may grant or withhold, in its sole discretion), Goods currently stocked by Smile, unused & in their original packaging may be returned & are subject to a restocking fee, equal to 25% of the sales price.
- 3) **ACCEPTANCE OF TERMS & CONDITIONS:** If Client has entered into a Smile Agreement with Smile, Client agrees that payment by Client of the initial invoice shall be deemed to be acceptance by Client of the Terms & Conditions on the reverse side of such invoice. Smile reserves the right to change these Terms from time to time in its sole discretion & Client agrees that the publishing of these Terms, as amended or modified from time to time, on the back of every invoice constitutes adequate notice to Client of any amendment or modification of these Terms. The terms & conditions of a Service Level Agreement that is renewed may be different from the terms & conditions applicable to the previous Service Level Agreement.
- 4) **LIMITED WARRANTY:** For new Goods purchased from Smile where an Equipment Maintenance Agreement is not purchased at the time of sale, any repairs required within ninety (90) days of purchase will be performed under a manufacturer warranty that covers labor & materials only to diagnose and/or replace a defective part. There are no other express or implied warranties made by Smile with respect to the Goods. Client agrees & acknowledges that if any model or sample Goods were shown to Client, the models or samples were used to merely illustrate the general type & quality of the Goods & Client was informed that its Goods would not necessarily conform to the models or samples. **EXCEPT AS PROVIDED ABOVE IN THIS SECTION 4, SMILE MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY, (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.**
- 5) **LIMITATION OF LIABILITY:** IN NO EVENT SHALL SMILE BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THESE TERMS, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY CLIENT OR COULD HAVE BEEN REASONABLY FORESEEN BY SMILE, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, & NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL SMILE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS OR ANY SMILE AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE EXCEED THE TOTAL OF THE AMOUNTS PAID TO SMILE FOR THE GOODS HEREUNDER.
- 6) **LATE CHARGES:** Client agrees to pay invoices and/or non-refundable monthly maintenance fees for Goods & services within the time periods stated on the invoice. In the event Client fails to make any payment when due, Client agrees to pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily & compounded monthly. Client understands that Smile has the right to withhold services if Client fails to make the payments when due in accordance with any Service Level Agreement. A fee of \$25 shall be charged for each returned check or declined credit card charge.
- 7) **NO ASSIGNMENT:** Neither these Terms nor any Smile Agreement may be assigned by Client without prior written approval by Smile, which approval may be withheld in Smile's discretion. Any attempted assignment by Client in violation of this provision shall be void. Smile reserves the right to delegate its duties under these Terms & any Smile Agreement to one or more independent contractors. Smile further reserves the right to assign these Terms & any Smile Agreement with Client to a third party selected by Smile without the prior consent of Client.
- 8) **GOVERNING LAW; JURISDICTION; VENUE:** These Terms & each Smile Agreement shall be governed by & construed in accordance with the laws of the State of California, other than its conflict of law rules. Client irrevocably consents to the jurisdiction & venue of the state & federal courts located in Sacramento, California in connection with any action relating to or arising out of these Terms or any Smile Agreement.
- 9) **ATTORNEYS' FEES.** The prevailing party in any dispute arising regarding any obligation under this Agreement, or any resulting transaction, shall be entitled to recover all reasonable attorneys' fees, expert witness fees, costs & other reasonable expenses incurred in the preparation & arbitration or other litigation of the dispute, as well as in any proceeding to enforce this arbitration provision or any resulting award, or any appeal from any judgment thereon.
- 10) **ARBITRATION:** Except as provided below, Client agrees that any dispute or claim in law or equity regarding any obligation under these Terms or any Smile Agreement, or any related agreement or resulting transaction (including any cross complaint), shall be decided by neutral, binding arbitration. To the maximum extent permitted by law, Smile and Client waive any rights they may have to trial by jury in regard to claims covered by this section. The arbitrator shall be a retired judge or justice, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California law. The parties shall have the right to discovery in accordance with California Code of Civil Procedure §1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part III of the California Code of Civil Procedure. Arbitration fees shall be divided equally among the parties involved. The arbitration will take place in Sacramento, California. Any arbitration award rendered by the arbitrator(s) shall be final and binding upon the parties. Judgment upon the award of the arbitrator may be entered in any court having jurisdiction. Notwithstanding the foregoing, the provisions of this Section 10 shall not prevent Smile from (i) exercising its right to repossess Goods upon a payment default by Client, (ii) ceasing to provide services to Client under any Service Level Agreement upon a payment default by Client, (iii) filing a complaint against Client upon any payment default by Client or (iv) seeking injunctive relief for any breach or alleged breach by Client of the confidentiality provisions of any Smile Agreement executed by Client.
- 11) **NOTICES:** All notices, request, consents, claims, demands, waivers & other communications hereunder or under any Smile Agreement (each, a "Notice") shall be in writing & addressed to the parties at the addresses set forth on the face of the sales confirmation or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). A Notice is effective only (a) upon receipt of the receiving party, & (b) if the party giving the Notice has complied with the requirements of this Section 11.
- 12) **RELATIONSHIP OF PARTIES:** The relationship between the parties is that of independent contractors. Nothing contained in these Terms or any Smile Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, & neither party shall have authority to contract for or bind the other party in any manner whatsoever.
- 13) **FORCE MAJEURE:** Smile shall not be liable or responsible to Client, nor be deemed to have defaulted or breached these Terms or any Smile Agreement, for any failure or delay in fulfilling or performing any term of these Terms or any Smile Agreement when & to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Smile.
- 14) **SEVERABILITY:** If any term or provision of these Terms or any Smile Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of these Terms or any Smile Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 15) **ENTIRE AGREEMENT:** These Terms, together with the terms of any Smile Agreement executed by Smile & Client, constitutes the entire agreement between Smile & Client with respect to the subject matter hereof & of any Smile Agreement & supersedes all prior agreements & understandings, whether written or oral, with respect to the subject matter of these Terms or any Smile Agreement. Client agrees that it has not relied on any representation, warranty, or provision not explicitly stated in these Terms or any Smile Agreement executed by Smile & Client. These Terms together with the terms of any Smile Agreement executed by Smile & Client shall prevail notwithstanding any additional or different terms & conditions of any purchase order or other document submitted by Client in respect to the Goods or services to be provided hereunder or under any Smile Agreement. In the event of any conflict between these Terms and one or more provisions of any Smile Agreement, the provision(s) in the Smile Agreement shall prevail.
- 16) **AMENDMENT & MODIFICATION:** Except as provided in Section 3 above, these Terms & the terms of any Smile Agreement may only be amended, modified or supplemented by an agreement in writing signed by Client & Smile. No waiver by any party of any of the provisions hereof or in any Smile Agreement shall be effective unless explicitly set forth in writing & signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, & whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from these Terms or any Smile Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder or under any Smile Agreement preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- 17) **SURVIVAL:** All of the provisions of these Terms shall remain in full force & effect after any termination of these Terms or any Smile Agreement.

Initial _____



Client Trade-In Information

Trade In Yes No

If yes, please initial appropriate option(s) below.

Model	Serial #	Leasing Company	Lease/Agreement #	Clear Title	Lease (1-3)	Payoff (B-D)	Return (F-I)
Sharp MX-5141N	45186873	Wells Fargo	90136406076		2	B	GI

Clear Title

A. CLIENT has clear title without any existing liens and hereby releases to SMILE

Smile may dispose of such equipment as it sees fit immediately after pick up from CLIENT site. CLIENT has good title to said equipment and agree to indemnify Smile with respect to any claims for such equipment.

Lease Rollover Options (Trade Up)

1. SMILE to trade up old Lease & keep equipment
2. SMILE to trade up old Lease & return equipment
3. SMILE to trade up old Lease & CLIENT to keep equipment

Payoff Information (Buyout)

B. SMILE Authorized to pay-off old Lease:

CLIENT will provide all applicable documentation from old Leasing Company to SMILE who will issue check to Leasing Company.

C. CLIENT to pay-off old Lease

CLIENT is responsible for all amounts due to Leasing Company to satisfy the old Lease and obtain clear Title to the equipment it is trading in to SMILE.

D. SMILE to provide check to CLIENT to pay-off old Lease

CLIENT will pay off old Lease with Leasing Company to obtain clear Title. If the amount to pay off the old Lease is greater than the check provided by SMILE to the CLIENT, CLIENT is responsible for paying the difference to satisfy clear Title.

Check Amount _____

Return Options

F. SMILE to keep equipment

SMILE may dispose of such equipment as it sees fit immediately after pick-up from CLIENT location.

G. SMILE return equipment on behalf of CLIENT

Smile will pick-up equipment from the CLIENT site, but will not be responsible for the condition of the equipment upon arrival or insure the equipment while in transport to the location designated by the Leasing Company. CLIENT is responsible for obtaining the Return Authorization from the Leasing Company and submitting it to Smile in a timely fashion so that Smile may ship the equipment to the Leasing Company. Smile is not responsible for delays in shipping or the resulting charges that CLIENT may incur from Leasing Company due to a delay in the arrival of the return equipment.

H. CLIENT to keep equipment

CLIENT will keep the equipment paid off in this transaction.

I. CLIENT to return equipment to Leasing Company

Smile is not responsible for additional charges billed by Leasing Company beyond those listed in the payoff document provided to Smile by CLIENT. CLIENT is responsible for returning old equipment to Leasing Company.

initial



Delivery & Billing

Delivery

Ship To:

Company Name Kensington Police Protection

Address 217 Arlington Avenue

City, State & Zip Kensington,CA,94707

Contact Name Lynn Wolter

Phone (510)526-4141

E-Mail lwolter@kensingtoncalifornia.org

Stairs at Shipping Location Yes No

Requested Delivery Date ASAP

Special Delivery Instructions

Billing Contact

Same as Shipping P.O Required

Bill To:

Legal Company Name _____

Company Name Kensington Police Protection

Address 217 Arlington Avenue

City, State & Zip Kensington,CA,94707

Contact Name Lynn Wolter

Phone _____

E-Mail _____

Corporation* Partnership Proprietorship *If Corporation, please provide Federal ID# _____

Authorization

By signing below CLIENT hereby affirms that the information provided is true and complete. SMILE is authorized to a) conduct a credit check on CLIENT and b) SMILE or any other investigative agency employed by SMILE to investigate the references herein listed or statements or other data obtained from me or from any other person pertaining to my credit and financial responsibility.

Authorized Signature _____ Print Name _____ Date _____

Title _____